

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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HARWINDER VILKHU,

Plaintiff,

-against-

THE CITY OF NEW YORK, SGT. MICHAEL
HOEHL, and P.O. ADAM JANGEL,

Defendants.
-----X

**STIPULATION
AND ORDER OF
SETTLEMENT
AND DISMISSAL**

06-CV-2095 (SLT)

WHEREAS, plaintiff commenced this action by filing a complaint on or about May 5, 2006, and an Amended Complaint on or about April 10, 2007, alleging violations of his civil rights under federal and New York State laws; and

WHEREAS, judgment was entered against defendants in the amount of Twenty Thousand and No/00 (\$20,000.00) Dollars on or about November 20, 2008, after a jury trial (hereafter the "Judgment"), and

WHEREAS, the amount reflected in the Judgment does not include plaintiff's claims for interest under Section 1961 or for reasonable attorney's fees and costs under 42 U.S.C. § 1988;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. Plaintiff has assigned his rights to attorney's fees, expenses, and costs to his attorneys, Emery, Celli, Brinckerhoff & Abady, LLP (hereafter "ECBA").

2. The City of New York hereby agrees to pay counsel for plaintiff, ECBA, the sum of Five Hundred Thousand and No/00 (\$500,000.00) Dollars, as reasonable attorney's fees, expenses, and costs in this matter. Counsel for plaintiffs hereby agrees and represents that, subject to the terms set forth herein, no further claim for attorney's fees, costs, or expenses

arising out of this action shall be made by or on behalf of plaintiff. Counsel for plaintiffs further agrees to execute a release in the form annexed hereto in furtherance of this Stipulation and Order of Settlement and Dismissal.

3. The amount set forth in paragraph 2, above, shall be paid to ECBA within thirty (30) days of execution of this Stipulation.

4. In addition, the City shall pay the Judgment to plaintiff within thirty (30) days of execution of this Stipulation. The parties agree that the amount due pursuant to the Judgment, including interest, is Twenty Thousand Four Hundred Fifty-nine and 63/100 (\$20,459.63) Dollars.

5. Nothing contained herein shall be deemed to be an admission by the defendants that they have in any manner or way violated plaintiffs' rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

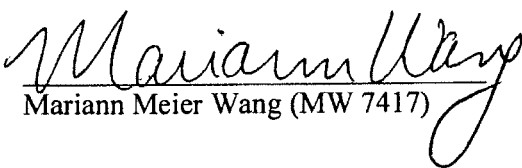
6. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or the New York City Police Department.

7. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

8. This Stipulation and Order may be filed bearing facsimile signatures with the same force and effect as originals.

Dated: New York, New York
November 5, 2010

Emery Celli Brinckerhoff & Abady, LLP
Attorneys for Plaintiffs
75 Rockefeller Plaza, 20th Floor
New York, New York 10019

By: 
Mariann Meier Wang (MW 7417)

MICHAEL A. CARDOZO
Corporation Counsel of the
City of New York
Attorney for Defendants
100 Church Street, Room 3-180
New York, New York 10007
(212) 788-1599

By:  (AL 9059)
ARTHUR G. LARKIN (AL 9059)
Senior Counsel

SO ORDERED:

U.S.D.J.

GENERAL RELEASE

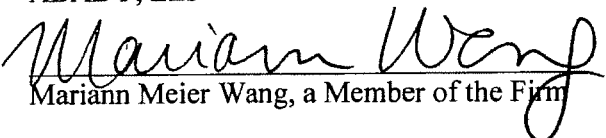
KNOW THAT Emery Celli Brinckerhoff & Abady, LLP, in consideration of the payment of Five Hundred Thousand and No/00 (\$500,000.00) Dollars by the City of New York, do hereby release and discharge the defendants; their successors or assigns; and all past and present officials, employees, representatives and agents of the New York City Police Department and the City of New York, from any and all claims of attorneys fees, expenses and costs which were or could have been alleged in the aforementioned action arising out of the events alleged in the complaint in said action.

This Release may not be changed orally.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

EMERY, CELLI, BRINCKERHOFF &
ABADY, LLP

By:


Mariann Meier Wang, a Member of the Firm

STATE OF NY, COUNTY OF New York SS.:

On November 8, 200¹⁰~~8~~, before me personally came Mariann Meier Wang, known to me to be the individual described in, and who executed the foregoing RELEASE, and duly acknowledged to me that he executed the same.


NOTARY PUBLIC

MARY KUDER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01KU6223581
Qualified in New York County
My Commission Expires June 14, 2014